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MAR 20 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND

1 Jon Webster (Cal. State Bar No. 138786)
2 Michael Devin (Cal. State Bar No. 107630)
3 THE LAW OFFICES OF JON WEBSTER
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8 Attorneys for Plaintiff:
9 COURTNEY GORDON

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

ADR

12 COURTNEY GORDON, an individual,
13 on behalf of herself and those similarly
14 situated,

15 Plaintiff-Petitioner,

16 v.

17 CITY OF OAKLAND, a Municipal
18 Corporation

19 Defendant-Respondent.

CASE No.

C08-01543

**AFFIDAVIT AND CONSENT OF COURTNEY
GORDON TO "OPT-IN" TO COMPLAINT
UNDER THE FEDERAL FAIR LABOR
STANDARDS ACT PURSUANT TO 29 U.S.C.
§§ 216(B), 255(A) FILED BY COURTNEY
GORDON**

20 I, COURTNEY GORDON, hereby declare as follows:

21 1. I am the named plaintiff-petitioner in this matter.

22 2. On or about November 3, 2005, I received a letter from Lt. Michael Johnson
23 of the City of Oakland Police Department notifying me that I had been "selected for a
24 position as a Police Officer Trainee with the Oakland Police Department." A true and correct
25 copy of this letter is attached hereto, and is labeled "Exhibit A." As stated in this letter, Lt.
26 Johnson advised me that I had to complete the "Conditional Offer" and to return a completed
27 "Personal History Questionnaire."

28 ///

///

1 3. On or about November 5, 2005, I signed and returned to the City of Oakland
2 the two page document entitled, "OAKLAND POLICE DEPARTMENT, Conditional Offer
3 of Position as a Police Officer Trainee." I attach a true and correct copy of this executed
4 document in "Exhibit B," hereto.

5 4. I was hired as a Police Officer Trainee on November 28, 2005, and I
6 immediately began training at the City of Oakland Police Academy. I was not offered the
7 option to attend any other, non-city owned police academy, and I was a paid employee with
8 the City of Oakland throughout this police academy training. I successfully completed the
9 Oakland Police Academy on June 2, 2006, and was promoted to Police Officer on that date.

10 5. I resigned from the employment of the City of Oakland on January 22, 2008.

11 6. On January 25, 2008, I was advised by letter from Peter D. Fitzsimmons,
12 Manager, Fiscal Services Division of the City of Oakland, that the City of Oakland was
13 withholding \$1,950.34 from my final paycheck consisting of 37.10 hours of vacation pay and
14 18.75 hours of compensatory time I had accrued in lieu of overtime from my last paycheck.
15 Mr. Fitzsimmons advised in this letter that this amount was being taken from me to satisfy
16 -in part- the \$6,400 debt the City of Oakland was claiming I owed it as a result of the
17 "Acceptance Agreement" ("Conditional Offer") I had signed on November 5, 2005 and
18 pursuant to Appendix A of the Memorandum of Understanding. I attach a true and correct
19 copy of this correspondence to this affidavit and label it "Exhibit C," hereto.

20 7. On or about March 12, 2008, I began receiving collection letters from the City
21 of Oakland demanding that I pay the City the additional sums to satisfy the City's claims that
22 I owe it for the costs it associates with my training while employed as a Police Officer
23 Trainee with the City of Oakland. I attach a true and correct copy of this collections notice
24 hereto and label it "Exhibit D."

25 8. During my employment with the City of Oakland, I was assigned employee
26 number 16039, and I was also assigned police serial number 8670.

27 9. I authorize and request that the City of Oakland release any and all of my
28 personnel and payroll records to my attorneys, The Law Offices of Jon Webster.

10. I consent to join this action pursuant to 29 U.S.C. §§ 216(b), 256, and I make this affidavit for this purpose.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 14 day of March, 2008 in the City of CONCORD, California.


COURTNEY GORDON,
Plaintiff-Petitioner


State of California)

County of Contra Costa }

On March 14, 2008, before me, Susan Glover, Notary Public, personally appeared COURTNEY GORDON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Signature

I accept the above named individual as a client and named Plaintiff-Petitioner in this matter.

Dated: March 14, 2008

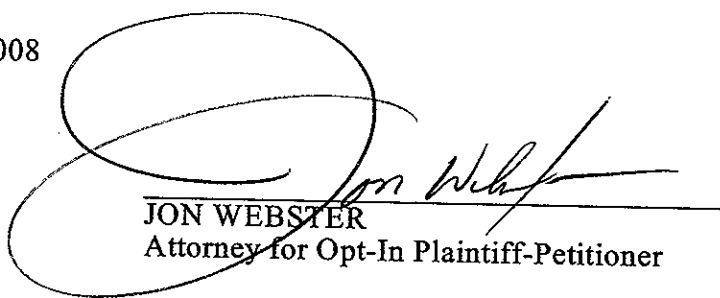

JON WEBSTER
Attorney for Opt-In Plaintiff-Petitioner

EXHIBIT A

CITY OF OAKLAND



POLICE ADMINISTRATION BUILDING • 455 - 7TH STREET • OAKLAND, CALIFORNIA 94607-3985

Police Department

Telephone Device for the Deaf (510) 238-3227

Date: 3 Nov 05

Candidate: Gordon, Courtney
Social Security Number:

Dear Candidate:

Congratulations! You have been selected for a position as a Police Officer Trainee with the Oakland Police Department. Pending successful completion of medical and psychological examinations, the remainder of the background investigation, acceptance of the training reimbursement provisions, and certification of your intention to reside within the City of Oakland's residency zone, a position will be reserved for you in the 156th Recruit Academy.

Please review the Conditional Offer of Position which is enclosed.

To indicate acceptance:

- Complete the Conditional Offer
- Complete the enclosed Personal History Questionnaire - Part 2 and attach it to the Conditional Offer
- Sign both documents and return them as indicated within seven (7) working days.

If the Personal History Questionnaire - Part 2 is not submitted with the Conditional Offer, you will be considered, "No longer interested," and you will be removed from the eligibility list for the position. If you have any questions, please contact the Recruiting and Background Investigations Unit Supervisor at (510) 238-3339.

Michael Johnson
Lieutenant of Police
Personnel Section

OAKLAND POLICE DEPARTMENT

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

Candidate: Gordon, Courtney

Social Security Number: .

The City of Oakland Police Department hereby notifies you that you have been selected for a position as a Police Officer Trainee, subject to the following conditions: You must pass the required psychological test(s), medical examination(s), the remainder of the background investigation, and accept the training reimbursement provisions as specified below.

Reimbursement provisions: You may be required to reimburse the City of Oakland for training expenses. Reimbursement would be required in the event you voluntarily terminate your employment with the Oakland Police Department, according to the following schedule:

- Before the end of year 1 - 100% repayment of \$8,000.
- Before the end of year 2 - 80% repayment of \$8,000.
- Before the end of year 3 - 60% repayment of \$8,000.
- Before the end of year 4 - 40% repayment of \$8,000.
- Before the end of year 5 - 20% repayment of \$8,000.

Additionally: Police Officer Trainees shall be required, on or before the first day of employment, to reside within a geographic emergency zone that allows quick response from home to work. Individuals selected for hire will be required to certify and verify by declaration, under the penalty of perjury and risk of removal from consideration for employment, their knowledge of and compliance with this City of Oakland policy. (A list of the cities within the established residency zone is enclosed for your information.) Your signature acknowledges your understanding of this policy and your intention to comply with its provisions.

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

Candidate: Gordon, Courtney

Social Security Number: _____

Please advise whether you accept this conditional offer.

- ☒ Yes, I accept this offer, and understand the conditions which attach to it.
- ☐ No, I am no longer interested in the position of Police Officer Trainee.

Signature: _____

Date: 11/5/05

Print Name: _____

Gordon

Courtney

E

(Last Name)

(First Name)

(Middle Initial)

Signature: _____

Deputy Chief of Police

Date: 8 Nov 05

Keep one copy of this form for your records. Indicate your response, then sign the form and return the signed original within 7 working days of receipt. Failure to return the form will be considered a rejection of this offer and will result in your removal from further consideration for the position of Police Officer Trainee. Return the original to:

Personnel Section Commander
455 - 7th Street, Room 514
Oakland, California 94607

If you have questions, please contact the Recruiting and Background Investigations Unit Supervisor at (510) 238-3339.

EXHIBIT B

OAKLAND POLICE DEPARTMENT

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

Candidate: Gordon, Courtney

Social Security Number: 559-79-7660

The City of Oakland Police Department hereby notifies you that you have been selected for a position as a Police Officer Trainee, subject to the following conditions: You must pass the required psychological test(s), medical examination(s), the remainder of the background investigation, and accept the training reimbursement provisions as specified below.

Reimbursement provisions: You may be required to reimburse the City of Oakland for training expenses. Reimbursement would be required in the event you voluntarily terminate your employment with the Oakland Police Department, according to the following schedule:

- Before the end of year 1 - 100% repayment of \$8,000.
- Before the end of year 2 - 80% repayment of \$8,000.
- Before the end of year 3 - 60% repayment of \$8,000.
- Before the end of year 4 - 40% repayment of \$8,000.
- Before the end of year 5 - 20% repayment of \$8,000.

Additionally: Police Officer Trainees shall be required, on or before the first day of employment, to reside within a geographic emergency zone that allows quick response from home to work. Individuals selected for hire will be required to certify and verify by declaration, under the penalty of perjury and risk of removal from consideration for employment, their knowledge of and compliance with this City of Oakland policy. (A list of the cities within the established residency zone is enclosed for your information.) Your signature acknowledges your understanding of this policy and your intention to comply with its provisions.

CONDITIONAL OFFER OF POSITION AS A POLICE OFFICER TRAINEE

Candidate: Gordon, Courtney

Social Security Number: 559-79-7660

Please advise whether you accept this conditional offer:

- ☒ Yes, I accept this offer, and understand the conditions which attach to it.
- ☐ No, I am no longer interested in the position of Police Officer Trainee.

Signature: _____

Date: 11/5/05

Print Name: _____

Gordon

Courtney

E

(Last Name)

(First Name)

(Middle Initial)

Signature: _____

Deputy Chief of Police

Date: 8 Nov 05

Keep one copy of this form for your records. Indicate your response, then sign the form and return the signed original within 7 working days of receipt. Failure to return the form will be considered a rejection of this offer and will result in your removal from further consideration for the position of Police Officer Trainee. Return the original to:

Personnel Section Commander
455 - 7th Street, Room 514
Oakland, California 94607

If you have questions, please contact the Recruiting and Background Investigations Unit Supervisor at (510) 238-3339.

EXHIBIT C

CITY OF OAKLAND



POLICE ADMINISTRATION BUILDING • 455 - 7TH STREET • OAKLAND, CALIFORNIA 94607-3985

Police Department

Telephone Device for the Deaf (510) 777-3333

Patrol Desk (510) 238-3455

Fax (510) 238-2251

January 25, 2008

Courtney Gordon

Re: City of Oakland
Police Services Agency
Payroll Adjustment

Dear Mr. Gordon:

A reconciliation of your final leave balances has revealed a balance due to the City of Oakland Police Services Agency as follows:

<u>Leave Type</u>	<u>Hours</u>	<u>Amount Due</u>
Vacation	<37.10>	\$<1,295.57>
Training Costs		\$ 6,400.00
Compensatory Time	<18.75>	\$ <654.77>
Uniform Allowance (prorated)		\$ 339.46

Total Due the City of Oakland

\$ 4,789.12

Vacation. Pursuant to General Order D3, which states that vacation accrued in the year of separation must be prorated, your prorated accrual entitlement based upon your service period as a Police Officer was 197.10. You were paid 160.00 leaving a balance of 37.10 hours.

Training Costs. Pursuant to the Acceptance Agreement signed by you and the schedule set forth in Appendix A of the Memorandum of Understanding, you are required to reimburse the City for the training costs in the amount of \$6,400 (80% of \$8,000).

Courtney Gordon

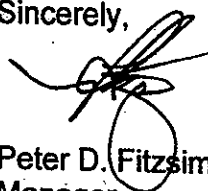
Page 2

Compensatory Time. Your balance at the time of separation was 26.75; however, pursuant to Article V, Section G of the Memorandum of Understanding, the annual "compdlay" award of 8 hours must revert back to the City leaving a balance of 18.75 hours.

Uniform Allowance. Pursuant to Article VI, Section A.2 of the Memorandum of Understanding, the uniform allowance is to be prorated.

Please remit the balance due on or before February 29, 2008. If you have any questions regarding this matter, please me at (510) 238-3288.

Sincerely,



Peter D. Fitzsimmons
Manager
Fiscal Services Division

cc: Jeanne Jew, Accountant III

Complime Balance, per Oracle PPE 01-41-08	26,750
Adjustment - provision	

EXHIBIT D

CITY OF OAKLAND



LIONEL J. WILSON BUILDING • 150 FRANK H. OGAWA PLAZA, SUITE 5342 • OAKLAND, CA 94612-2093

Finance and Management Agency
Citywide Collections

(510) 238-7317
FAX (510) 238-6431
TDD (510) 238-3254

March 7, 2008

COLLECTION NOTICE

Courtney Gordon

Re: Account # M179390

Dear: Ms. Gordon

After unsuccessful attempts by the City of Oakland Police Department to secure remittance for the above referenced account, the matter has been referred to Citywide Collections Department. A description of your account follows: Ex-employee owes City for prorated uniform allowance and raining costs per MOU and General Order

Vacation-	< \$1,295.57>
Training Costs	\$6,400.00
Uniform Allowance	\$339.46 (prorated)
Compensatory Time	< \$654.77>
Collection fee-	\$834.28

We urge you to forward remittance of \$5,268.03 by March 21, 2008 via cashiers check or credit card promptly to **City of Oakland, Citywide Collections, 150 Frank Ogawa Plaza, Ste. 5342 Oakland, CA 94612**, please reference your account number on your payment. If you would prefer to come in and make payment arrangements, you will find the procedures for requesting a promissory note enclosed with this letter. **If you do not respond to this letter by March 21, 2008 the City will initiate legal action against you.**

If you have any questions regarding this matter, please call Ms. Thurston in the Citywide Collections Department at (510) 238-7035.

Sincerely,


S. Thurston
Collection Officer

CREDIT CARD AUTHORIZATION

CREDIT CARD: Type _____ Visa _____ MasterCard

Credit card number: _____ Expiration Date: _____

Amount: _____ Security Code (3 digit) _____

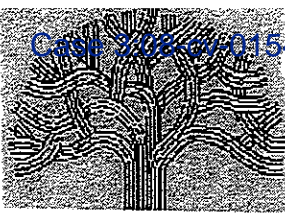
Name as it appears on card: _____

Address: _____

Authorized Signature: _____

I authorized the City of Oakland to charge the credit card listed above for the amount listed above, regarding the account listed within this letter.

PLEASE FAX LETTER AND AUTHORIZATION TO (510) 238-6431



**CITY OF OAKLAND
CENTRAL COLLECTION SECTION**

PLEASE READ CAREFULLY BEFORE REQUESTING A PROMISSORY NOTE

PROMISSORY NOTE PROCEDURES EXCLUDING PARKING CITATIONS

DEBTORS MUST PROVIDE THE FOLLOWING ITEMS:

- Down Payment – down payment may be paid by cash, cashiers check, money order, debit card w/ VISA or MasterCard logo, VISA, MasterCard or Discover
- *No personal checks are accepted for the down payment;
- Authentic document from referring section
- Valid Driver's License or CA ID;
- Social Security Card and/or Tax ID # ;
- Current tax return and/or current employment information and most recent check stub: and three month bank statements

♦ FEE - \$100.00 PROMISSORY NOTE ADMINISTRATION FEE IS ADDED TO TOTAL LIABILITY

IF PROMISSORY NOTE IS DEFAULTED, A COLLECTION FEE OF \$150.00 OR 10%, WHICHEVER IS GREATER, WILL BE ASSESSED ON THE UNPAID BALANCE AND COLLECTION ACTION WILL BE TAKEN IMMEDIATELY.

PROMISSORY NOTES ARE ISSUED AS A COURTESY AT THE DISCRETION OF THE CITY. FAILURE TO MAKE PAYMENTS AS AGREED MAY RESULT IN ACTION IN SMALL CLAIMS COURT, REPORTING TO A CREDIT BUREAU, AS WELL AS LEVYING YOUR ASSETS.

Please bring the required documents to City of Oakland, Central Collections Sections, 150 Frank H. Ogawa Plaza, 5th Fl. If you have any questions, please call (510) 238-7035